

CONTRACT OF EMPLOYMENT
Between
Dr. JORIS M. RAY
and the
SHELBY COUNTY BOARD OF EDUCATION

This Employment Contract is entered into this 1st day of July 2019, by and between the **Shelby County Board of Education**, hereinafter referred to as the "BOARD", and **Dr. Joris M. Ray**, hereinafter referred to as the "SUPERINTENDENT". This is a new contract and repeals and replaces any and all prior and other contracts in effect as of the date specified above.

WITNESSETH:

WHEREAS, the BOARD is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational programs offered by the schools under the general supervision of the BOARD; and

WHEREAS, the BOARD and the SUPERINTENDENT believe a written employment contract agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of Shelby County Schools; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the BOARD hereby employs Dr. Joris M. Ray as SUPERINTENDENT of Schools of the Shelby County Board of Education and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions as follows:

1. **EMPLOYMENT AND TERM.** The BOARD, in accordance with its action as found in the minutes of its Board meeting held on the 30th day of April 2019, hereby elects and employs Dr. Joris M. Ray and he does accept such employment, both in accordance with the terms and provisions herein contained, for a period of 48 months commencing on July 1, 2019 and ending at close of business on June 30, 2023. ("Term")
2. **TERMINATION OF CONTRACT.** The parties agree that this shall constitutes a new contract for the Superintendent position with Shelby County Schools. The parties further agree and understand that under the law of the State of Tennessee this contract may not be extended. Therefore, the term of the contract shall expire, cease and terminate absolutely on June 30, 2023. Nothing herein, however, shall prevent the Board and the Superintendent from negotiating a new contract after that time.
3. **DUTIES.** The SUPERINTENDENT shall have full charge of the administration of the schools under the general supervision of the BOARD to include education programs, administration, financial matters, procurement and contracting, personnel matters and all other business and administrative matters concerning the school system. He shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job

description for the SUPERINTENDENT as adopted by the BOARD, or as it may be amended from time to time during the term of this contract. Such job description and any amendments made thereto are hereby incorporated in this contract by reference as if fully stated herein. The SUPERINTENDENT shall adhere to the policies promulgated by the BOARD and shall have full authority to enforce such policies. Additionally, the SUPERINTENDENT shall have authority to organize, reorganize and arrange the central office, including instruction and business affairs, as is deemed necessary, consistent with applicable law and school board policy. The SUPERINTENDENT shall serve as secretary to the BOARD, shall attend each meeting of the BOARD unless excused by the BOARD, and shall serve as an *ex officio* member of each committee established by the BOARD.

4. **COMPENSATION.** For all services rendered by the SUPERINTENDENT pursuant to this contract, the BOARD shall pay to and provide for the SUPERINTENDENT the following salary:

A. **Salary.** The BOARD shall pay the SUPERINTENDENT an annual base salary of \$285,000.00 (two hundred eighty-five thousand dollars), less appropriate deduction for employment taxes and income tax withholding, for the first year of this contract. Commencing July 1, 2019, and each year thereafter, if the Superintendent's evaluation is at least satisfactory, the Superintendent's salary shall be adjusted by the same annual percentage increase as that which is received by certificated employees. If certificated employees do not receive an annual percentage increase and the Superintendent's evaluation is at least satisfactory, the Board shall have the option of providing the Superintendent a bonus. Such Salary shall be paid in accordance with the BOARD's normal payroll practices.

5. **EVALUATION.** In accordance with Tennessee law, the BOARD shall evaluate the SUPERINTENDENT annually, no later than May 1st of each year in accordance with BOARD policy.

- A. The Board will develop, with the Superintendent, a set of specific performance objectives based on the needs of the system for the ensuing academic year. This shall occur not later than October of each year.
- B. The evaluation will be a composite of the evaluation by individual Board members, but the Board will meet, as provided by law, with the Superintendent to discuss the composite evaluation.
- C. Both the Board and Superintendent will prepare for the formal evaluation; the Superintendent will conduct and submit a self-evaluation with any supporting documentation at least 14 days prior to the formal evaluation, which may inform the formal written evaluation; and Board members will document the evidence used in rating the Superintendent's performance.
- D. All documentation will be supported by objective evidences and align with the metrics of the evaluation instrument.

- E. The Superintendent shall have a right to prepare a written or oral response to the evaluation.
- F. Midyear each year, but no later than six months after the annual evaluation in May, the Board and Superintendent will conduct an informal mid-year evaluation. The evaluation will be by individual Board members, will address progress on each of the performance objectives and shall be provided to the Superintendent.
- G. The evaluation instruments used to evaluate the SUPERINTENDENT shall include:
 - 1. Quantitative ratings on a five-point scale to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
 - 2. Qualitative ratings to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
 - 3. Written explanations for ratings below satisfactory; and
 - 4. Discussion of strengths, opportunities for improvement and the areas to be addressed by the SUPERINTENDENT in his professional development action plan.

If unsatisfactory in any respect, the BOARD shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT and the SUPERINTENDENT shall have the right to make a written response to the evaluation. This response shall be included in the SUPERINTENDENT'S personnel file.

- 6. **ADDITIONAL RETIREMENT/DEFERRED COMPENSATION BENEFITS.** The BOARD shall contribute an amount equal to three (3) percent of the SUPERINTENDENT's salary on an annual basis to a tax-sheltered annuity selected by the SUPERINTENDENT. Payments to the annuity will be made in twelve monthly installments. In the event of a unilateral termination of this contract by either party, the Board's obligation to contribute to the annuity will immediately cease.
- 7. **SUPERINTENDENT'S EXPENSES.** The SUPERINTENDENT shall be reimbursed for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable BOARD Rules. The BOARD shall also pay all membership fees and dues of the SUPERINTENDENT for up to four (4) professional

and/or civic organizations that the SUPERINTENDENT deems appropriate and in furtherance of the performance of his duties hereunder.

8. **BENEFITS.** The SUPERINTENDENT shall be eligible to participate in, on the same terms and conditions as other employees, all benefits, including retirement benefits, established for the employees of the BOARD and the BOARD agrees to provide the following benefits to the SUPERINTENDENT at BOARD expense:

- A. An employee health care plan that provides comprehensive medical expense benefits for individual health (hospitalization and major medical), dental and vision shall be provided without cost to SUPERINTENDENT, as long as he is employed by the BOARD, on the same basis as is generally available to other employees of the Shelby County Board of Education. If family coverage is desired by the SUPERINTENDENT, the BOARD shall pay the full premium cost of such family coverage during the term of this contract.
- B. The BOARD will purchase and maintain a whole life insurance policy with a face value of \$500,000.00 for the SUPERINTENDENT. The BOARD will purchase short and long term disability insurance policies for the SUPERINTENDENT in the amounts that represent the maximum coverage for these benefits available to all employees of the Shelby County Board of Education.

9. **PROFESSIONAL LIABILITY.** The BOARD shall maintain a professional liability insurance policy which provides coverage for alleged wrongful acts and omissions of the SUPERINTENDENT. In the event that the terms of such policy are inapplicable, or the limits exhausted, then the BOARD shall indemnify the SUPERINTENDENT against claims or other legal proceedings which arise out of the SUPERINTENDENT'S actions occurring within the course and scope of his employment to the extent permissible by Tennessee law. This indemnification shall be granted to the extent permitted by the Tennessee Governmental Tort Liability Act, and especially TCA § 29-20-205(d). This indemnification shall cover all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case shall individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinions of the BOARD and SUPERINTENDENT a conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and BOARD (e.g. pursuing the defense of one party would tend to injure the other party), the SUPERINTENDENT may engage separate counsel whose billable rates will be subject to the BOARD's approval, and the BOARD shall indemnify the SUPERINTENDENT for the costs of such counsel and any reasonable costs associated with the defense, subject to the same limitations, provisions, and exceptions set forth above. The BOARD shall not, however, be required to pay the costs of any legal proceeding in the event the BOARD and the SUPERINTENDENT have actual adverse legal interests in any litigation.

10. **USE OF DISTRICT-OWNED AUTOMOBILE.** The BOARD will provide the

SUPERINTENDENT with access to a vehicle owned by the Board as of July 1, 2019 , or as soon thereafter as practicable, for personal and professional use. The District will be responsible for all taxes, maintenance and operating costs associated with the vehicle.

11. VACATION AND SICK LEAVE.

At the beginning of each fiscal year, the Board will credit SUPERINTENDENT with twenty (20) vacation days.

The SUPERINTENDENT shall accrue sick days at the rate set forth in BOARD Policy.

At the end of each contract year, SUPERINTENDENT shall be paid for all unused vacation days credited during the contract year.

At the termination of employment, SUPERINTENDENT shall be paid for all unused sick days accrued while acting as SUPERINTENDENT and unused vacation days.

Unused accrued sick leave earned before the date of the interim Superintendent contract shall be used as retirement service credit.

- 12. OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote his full time, labor and attention to the performance of his official duties. Provided that such activities do not interfere with his duties under this contract, the SUPERINTENDENT may engage in outside professional activities including, without limitation, teaching, consulting, speaking and writing. Any such outside activities undertaken by the SUPERINTENDENT must be accomplished on the SUPERINTENDENT'S vacation days, evenings, weekends, holidays or other non- duty days. The SUPERINTENDENT may receive honoraria for such outside activities to the extent permitted by State law and Board Rules.

- 13. GOVERNANCE.** To the full extent permitted by Tennessee law, the BOARD shall delegate to the SUPERINTENDENT full administrative responsibility and authority for the operations of the School District and the public schools thereof. Board members shall address their concerns regarding operations, personnel matters, financial conditions and other matters under the control of the SUPERINTENDENT, directly to the SUPERINTENDENT, and shall not directly interfere with the SUPERINTENDENT's supervision, direction and control of his staff. The SUPERINTENDENT shall then address those matters with his staff, consultants, contractors and advisors, as appropriate. Individual members of the BOARD shall not, acting alone without authorization of the BOARD, take or refrain from taking any action under the control of the SUPERINTENDENT's authority, powers or duties. The BOARD and the SUPERINTENDENT agree to work together to fulfill the objectives of providing outstanding educational services and opportunities for all students within the School District, and the improvement of educational services, student performance and business practices within the School District, in accordance with applicable law and Board rules.

14. TERMINATION OF CONTRACT AND SEVERANCE TERMS.

This appointment and contract may be terminated by:

A. Mutual agreement of the parties;

B. Disability of the SUPERINTENDENT:

Disability shall be defined as illness or incapacity, as determined by the Tennessee Consolidated Retirement System, or as evidenced by absence for more than one hundred twenty (120) days beyond that period of time for which the SUPERINTENDENT would be entitled to sick leave and/or vacation leave and accompanied by a determination by the BOARD that such condition is permanent, irreparable or of such nature as will make the performance of the SUPERINTENDENT's duties impossible.

If the SUPERINTENDENT is permanently disabled, the BOARD shall have the option to terminate his employment and declare his office vacant, with compensation to be continued after crediting any accrued sick leave, vacation and holidays in accord with the Tennessee Consolidated Retirement System and BOARD policies and applicable State of Tennessee laws. SUPERINTENDENT shall not be entitled to severance pay or any additional benefits if he becomes disabled. If there is a gap between accrued sick leave, vacation and holidays and the beginning Tennessee Consolidated Retirement System payments, the BOARD will, at its expense, compensate the SUPERINTENDENT at the same rate at which disability benefits begin.

If a question exists concerning the capacity of the SUPERINTENDENT to return to his duties or for insurance purposes, the BOARD may require the SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. The examination shall be performed at BOARD expense.

C. Termination for Cause:

This contract may be terminated by the BOARD for cause upon proof of material breach of any provision of this contract, violation of any BOARD policy and/or violation of any State, local or federal law. If the BOARD terminates this contract for cause, the SUPERINTENDENT would be entitled to no further benefits or compensation.

D. Unilateral Termination by BOARD:

The BOARD may, at its option, unilaterally terminate this contract. In the event of such termination, the BOARD shall pay to the SUPERINTENDENT, as severance pay the lesser of eighteen (18) months or the balance of the contract terms at the Superintendent's salary rate at the time of the termination, as well as benefits he would have earned and been entitled to receive under this contract. Such severance pay shall be payable in one lump sum within *ninety*

days (90) days of the effective date of termination.

To terminate this contract under this provision, the BOARD shall notify the SUPERINTENDENT of its election to terminate the contract and the effective date of termination. The SUPERINTENDENT shall be deemed to have resigned from the position or other employment with the Shelby County Schools as of the effective date of the unilateral termination.

E. Notice of Termination:

Except in cases concerning allegations of criminal or professional misconduct, the BOARD shall not terminate this contract or remove the SUPERINTENDENT from office without giving notice at least fifteen (15) calendar days prior to the scheduled meeting at which such action shall be taken.

F. Unilateral Termination by SUPERINTENDENT (Resignation):

The SUPERINTENDENT may, at his option, and by a minimum of *sixty (60) days* notification to the BOARD, unilaterally terminate this contract. In the event of such termination, the SUPERINTENDENT shall have no right or entitlement to any severance pay and shall be entitled only to the salary and benefits accrued and unpaid, including accrued vacation and sick leave, as of the effective date of his resignation.

G. Death of SUPERINTENDENT:

In the event of the death of the SUPERINTENDENT at any time during the term of this contract, the BOARD shall pay to his surviving spouse, if any, or if the SUPERINTENDENT does not have a surviving spouse, to the SUPERINTENDENT's estate, an amount equal to the portion of the SUPERINTENDENT's Salary, together with all incentive pay, deferred compensation and other benefits to which he was entitled through date of his death. All payments shall be made within *thirty (30) days of* his death, together with such other benefits and payments as are authorized by applicable laws and Board Rules. Thereafter, the BOARD shall have no further responsibilities hereunder, and this contract shall terminate automatically. The provisions hereof shall not be deemed to affect any other benefits which may be available to SUPERINTENDENT, including, but not limited to, those available under the applicable retirement programs, health insurance, life insurance or otherwise.

15. **SUPERINTENDENT SEARCH:** The SUPERINTENDENT agrees that if during the term of this contract the BOARD desires to conduct a Superintendent search, the BOARD shall not be deemed to have breached, terminated and/or anticipatorily

breached or terminated this contract nor shall the BOARD be deemed to have created or declared a Superintendent vacancy. Additionally, the SUPERINTENDENT agrees that if the BOARD decides to conduct a Superintendent search during the term of this contract, this shall not be deemed to trigger any entitlement by the Superintendent of a "buyout", "severance" or other entitlement under the terms of this contract.

16. **UNILATERAL TRANSFER.** The BOARD shall **not** have the option to transfer the SUPERINTENDENT to any other position within the school system for the duration of this contract.
17. **SEVERABILITY.** The Board and the SUPERINTENDENT agree that, in the event that any part of a clause of this contract is made illegal under federal or state law or are held to be illegal by any court having competent jurisdiction thereof, the remainder of this contract shall continue in full force and effect with such invalid part of clause elided there from.
18. **RESOLUTION OF CONTRACT DISPUTES.** If a dispute regarding the terms of this contract cannot be resolved between the parties, such dispute shall be heard in the Circuit or Chancery Court of Shelby County and shall be construed and enforced under and in accordance with the laws of the State of Tennessee.
19. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the BOARD, its successors and assigns, and shall be binding upon the SUPERINTENDENT, his administrators, executors, legatees, and heirs but may not be assigned by either party.
20. **HEADINGS.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
21. **ENTIRE AGREEMENT AND AMENDMENT.** This contract contains the entire agreement and understanding between the BOARD and the SUPERINTENDENT. All prior contracts are hereby revoked and are null and void effective June 30, 2019. This contract may not be altered, amended, changed or canceled except in writing executed by the mutual agreement of the parties. In order for any amendment to be effective, said amendment shall be in writing, signed by both parties, approved by the BOARD and SUPERINTENDENT, and appended to the original contract.

IN WITNESS HEREOF, the BOARD has caused this contract to be executed in its name by its President and the SUPERINTENDENT has approved and executed this contract effective on the day and year specified within the introductory paragraph of this document.

Shante Avant, Chairman
Shelby County Board of Education

Dr. Joris M. Ray, Superintendent

This contract was approved by vote of the Shelby County Board of Education at a public meeting duly held on _____, 2019, and has been made a part of the Minutes of that meeting.